



WASHOE COUNTY

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Grant Mgt. GE

STAFF REPORT

BOARD MEETING DATE: March 22, 2016

DATE: March 2, 2016
TO: Board of County Commissioners
FROM: Mary Herzik, Family Services Manager, 2nd Judicial District Court
(775) 328-3299, mary.herzik@washoecourts.us

THROUGH: Jackie Bryant, District Court Administrator and Clerk of Court

SUBJECT: Request the Board of County Commissioners to retroactively acknowledge a grant award of \$25,000, awarded to the Second Judicial District Court from the Lee F. Del Grande Foundation [No County Match Required], effective November 13, 2015 – November 12, 2016 for "Security Enhancements at the Family Peace Center," and direct the Comptroller's Office to make the necessary budget adjustments. [All Commission Districts]

SUMMARY

The Second Judicial District Court has been awarded \$25,000 from the Lee F. Del Grande Foundation to enhance safety and security at the Family Peace Center serving court-involved families who have experienced domestic violence, substance abuse, or high parent conflict. This funding will be used to add a law enforcement presence at the Family Peace Center, ensuring the Center is offering the protection the court intends when families are referred for supervised visitation or exchange services. This grant provides funding for two Washoe County Sheriff's Office Deputies to be onsite at the Family Peace Center during weekend hours through the end of the grant period. As many as 25 families typically visit or exchange children at the Family Peace Center on a Saturday and Sunday, representing over half of all families who use the services of the Family Peace Center on a weekly basis. Enhancing security is part of a comprehensive, ongoing assessment of Family Peace Center services and identification of factors which contribute most to families and Peace Center staff feeling safe. The grant is being accepted retroactively as the proposed security enhancement was contingent on an agreement with the Washoe County Sheriff's Office for deputy support and negotiation on costs. With an agreement now in place, the request is for the Board of County Commissioners to retroactively acknowledge the grant award and direct the Comptroller's Office to make the necessary budget adjustments.

County Priority supported by this item: Safe, secure, and healthy communities.

AGENDA ITEM # 6C

PREVIOUS ACTION

The Board of County Commissioners has previously accepted such grants on behalf of the Second Judicial District Court from the Lee Del Grande Foundation in the amount of \$9,000 on March 27, 2012, agenda item 8G (3).

The Board of County Commissioners has previously accepted such grants on behalf of the Second Judicial District Court from the Lee Del Grande Foundation in the amount of \$15,000 on January 28, 2014, agenda item 7E(3).

The Board of County Commissioners has previously accepted such grants on behalf of the Second Judicial District Court from the Lee Del Grande Foundation in the amount of \$15,000 on July 22, 2014, agenda item 8E.

BACKGROUND

The Lee F. Del Grande Foundation has awarded the Second Judicial District Court a grant in the amount of \$25,000 to implement additional security measures at the Family Peace Center. The goal is to provide a protected setting for parent-child contact to occur when there are safety concerns around issues of domestic violence, substance abuse, mental illness or high conflict parents.

Supervised visitation services have historically been used in child welfare cases to provide an opportunity for the non-custodial parent to have safe, scheduled contact with the child who has been removed from the home due to abuse or neglect. These services have now been adopted by family court judges for use in domestic violence and other family related cases. Studies show that the time of separation from an abusive partner can be the most volatile and dangerous time for adult and child victims. Courts have recognized their responsibility to ensure there are safeguards in place to address safety when awarding visitation to a parent who is a perpetrator of domestic violence. The challenge is how to best serve families impacted by domestic violence and increase access to safe, responsive visitation and exchange services.

The Second Judicial District Court has been involved in providing supervised visitation and exchange services for court-referred families since 1996. In 2003, Washoe County received funding through the U.S. Department of Justice, Office on Violence Against Women, Safe Havens to provide visitation services for adult and child victims of domestic violence. The grant supported a stand-alone visitation center known as the Family Peace Center. In June 2006, the Safe Havens grant ended. Visitation and exchange services continued at the Family Peace Center with funding from the Second Judicial District Court, supplemented with grants and donations. In July 2010, the Peace Center was relocated to the courthouse, saving costs for the building lease and other operational expenses. The Family Peace Center now operates in space on the second floor of the District Court where services are provided six days per week.

Security and safety remain key issues for the Family Peace Center. Ensuring Peace Center participants feel physically and emotionally safe is necessary when abusive behavior has been part of the family fabric. Safe visitation services in such cases can be an important component in avoiding further incidences of domestic violence. The grant

will add a deputy sheriff presence on the weekends at the Family Peace Center. Because of the isolation of the assignment, officer safety and coordination needs, the Sheriff's Department will staff with two deputies.

GRANT AWARD SUMMARY

Project/Program Name: Security Enhancements at the Family Peace Center

Scope of the Project: The Second Judicial District Court will continue to enhance access to safe supervised visitation and exchange services at the Family Peace Center as we seek to balance competing considerations for safety from further domestic violence on the one hand and parental access on the other. Enhancing security at the Family Peace Center is consistent with best practices for visitation centers serving children and adult victims of domestic violence. The Washoe County Sheriff's Office will provide deputy support at the Family Peace Center during weekend hours of operation through the end of the grant period.

Benefit to Washoe County Residents: Visitation Centers play a critical role in fostering the safety of children and adult victims during a time of increased danger when the parents separate. Providing a safer and more secure environment for children to visit with a non-custodial parent will enhance community safety.

On-Going Program Support: N/A

Award Amount: \$25,000

Grant Period: November 13, 2015 through November 12, 2016

Funding Source: Lee F. Del Grande Foundation

Pass through Entity: N/A

CFDA Number: N/A

Grant ID Number: N/A

Match Amount and Type: No in-kind match required

Sub-Awards and Contracts: N/A

FISCAL IMPACT

Should the board accept this grant award and approve these amendments, the adopted budget will be increased by \$25,000 in both revenues and expenditures in the following accounts:

Cost Object	G/L Account	Amount
20423	484195	\$25,000.00
20423	710100	\$25,000.00

RECOMMENDATION

It is recommended that the Board of County Commissioners retroactively acknowledge a grant award of \$25,000, awarded to the Second Judicial District Court from the Lee F. Del Grande Foundation [No County Match Required], effective November 13, 2015 – November 12, 2016 for “Security Enhancements at the Family Peace Center,” and direct the Comptroller’s Office to make the necessary budget adjustments. [All Commission Districts]

POSSIBLE MOTION

Move that the Board of County Commissioners to retroactively acknowledge a grant award of \$25,000, awarded to the Second Judicial District Court from the Lee F. Del Grande Foundation [No County Match Required], effective November 13, 2015 through November 12, 2016 for “Security Enhancements at the Family Peace Center,” and direct the Comptroller’s Office to make the necessary budget adjustments. [All Commission Districts]

LEE F. DELGRANDE FOUNDATION

GRANT AGREEMENT

Some Judicial District Court
The Lee F. DelGrande Foundation, Grantor agrees to make the following grant and Grantee agrees to accept such grant, in accordance with the terms below and subject to the additional conditions (if any) set forth.

DATE GRANT AUTHORIZED: 11-13-15

GRANT AUTHORIZED: 25,000

SPECIFIC PURPOSES OF THE GRANT

This grant shall be restricted for the exclusive use of Grantee as per grant application. Funds shall be restricted for the exclusive use of Family Peace Center.

GENERAL CONDITIONS OF THE GRANT

1. PURPOSE: Grantee agrees to use the funds only for the purposes described in this grant agreement, and to so designate the funds in Grantee's records. Grantee further agrees to use the funds only for charitable purposes as defined from time to time by Internal Revenue Code Section 501(c)(3) and equivalent provisions of applicable state law, and not to use the funds in violation of the provisions of the Internal Revenue Code governing grantees of private foundations. (For all purposes of this agreement, any reference to the Internal Revenue Code or to any other statute shall be deemed to refer also to any successor statute and to the applicable regulations under such statute or successor statute.)

2. FUNDRAISING: No funds awarded through this grant are to be shared with or used to pay fees or wages for the services of fundraising or consulting firms.

3. EVALUATION: Grantor may, at its expense, conduct an evaluation of operations under this grant, which may include visits by representatives of Grantor to observe Grantee's program procedures and operations with respect to this grant and to discuss such program procedures and operations with Grantee's personnel.

4. ACCOUNTING AND FINANCIAL REVIEW: A complete and accurate record of the funds received and expenses incurred under this grant must be maintained by Grantee. Grantor may, at its expense and on reasonable notice to Grantee, audit or have audited the records of Grantee insofar as they relate to the activities funded by this grant.

5. TAX EXEMPTION AND FOUNDATION STATUS: Grantee shall immediately give written notice to Grantor if, prior to receipt of all or any portion of the grant, or before all or any portion of the funds are expended, Grantee ceases to be exempt from federal income taxes under Internal Revenue Code Section 501(c)(3) or becomes a private foundation under Internal Revenue

Code Section 509(a). Grantee represents that, based on its prior fundraising experience, this grant will not cause Grantee to become a private foundation under Internal Revenue Code Section 509(a).

6. **ADDITIONAL SUPPORT:** By making this grant, Grantor assumes no obligation to provide other or additional support for Grantee. This grant is not to be construed as establishing a precedent for further support of Grantee.

7. **REPORTING:** Grantee shall furnish to Grantor a written report on the use of the grant not later than 1 year after the receipt of the grant. Grantee shall furnish such additional reports on the use of the grant as may be requested by Grantor. If, notwithstanding Paragraph 5 above, Grantee is determined to be a private foundation under Internal Revenue Code Section 509(a) for a year in which funds are received from Grantor, Grantee agrees to provide any and all information requested by Grantor to enable Grantor to comply with the expenditure responsibility requirements set forth in Internal Revenue Code Section 4945.

The report shall be delivered to: Lee F. DelGrande Foundation
c/o Annette Capurro, Secretary
9216 Tesoras Dr. #302
Las Vegas, NV 89144

8. **REVERSION OF GRANT:** All or any portion of the amount granted shall be returned to Grantor in the event such portion of the grant is not expended or committed for the purposes authorized by Grantor. By written instrument only, Grantor may, upon written request from Grantee, authorize a modification in the disbursement of the funds.

9. **ACKNOWLEDGEMENT:** Grantee acknowledges that it has read this agreement carefully and understands its content.

Executed by or on behalf of Grantor and Grantee as follows:

Grantor: Lee F. DelGrande Foundation

By: Peter I. Breen
Peter I. Breen, President

Date: 11-13-15

Grantee: [Signature]

By: Suzanne B. Bryant
Name

By its: Administrator/Clerk of Court
Title

Date: 12-31-15